



Project funded by the EUROPEAN UNION



REGIONE AUTÒNOMA DE SARDIGNA REGIONE AUTONOMA DELLA SARDEGNA

CRE@CTIVE

SUB-GRANT AGREEMENT Title of the sub-granted initiative: CRE@CTIVE sub_GA

In the framework of CRE@CTIVE Project funded by the ENI CBC MED 2014-2020 Programme Sub-grant agreement identification number Sub_GA _____ (the 'Agreement')









<name of the sub_granter entity>, (the sub_granter)

(0)

and

<name of the L@B manager>, (the L@B Manager)

of the one part,

and

<Full official name as mentioned in the LEF>

[<Legal status (organisation)>] [<title (individual)>]

[<Organisation official registration number>] [<Passport or ID number>]

<Full official address>

[VAT number, for VAT registered beneficiaries],

hereinafter the 'beneficiary

and

<Full official name as mentioned in the LEF of any co-beneficiary(ies)>

[<Legal status (organisation)>] [<title (individual)>]

[<Organisation official registration number>] [<Passport or ID number>]

<Full official address>

[VAT number, for VAT registered beneficiaries]

who have mandated the signature of the agreement to the coordinator¹, collectively referred to as 'co-beneficiary(ies)']

of the other part,

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

1

¹ Model mandate provided in sub-grant application form.



have agreed as follows:

Article 1 — Purpose

- 1.1 The purpose of this agreement is the award of a sub-grant by the sub_granter entity to fund the implementation of the sub-grant entitled: <title of the sub-grant > (the 'sub-grant).
- 1.2 The beneficiary and co-beneficiary shall be awarded the sub-grant on the terms and conditions set out in this agreement, which the beneficiary and co-beneficiary hereby declares it has noted and accepted.
- 1.3 The beneficiary and co-beneficiary accepts the sub-grant and undertakes to be responsible for carrying out the action.
- 1.4 The language of this agreement is English. In case of translation into another language, the English version prevails

Article 2 — Implementation period of the action

- 2.1 This agreement shall enter into force on the date when the last party signs.
- 2.2 Implementation of the sub-grant shall begin on:

From 1st of June 2022

- 2.3 The implementation period of the sub-grant, as laid down in the Guidelines of the call, is 7 months.
- 2.4 The execution period of this agreement shall end when the payment of the balance is made by the sub_granter entity and, in any event, at the latest 6 months after the end of the implementation period as stipulated in Article 2.3.

Article 3 — Budget of the sub-grant

3.1 The total eligible costs are estimated at EUR 12.000€, as set out in Budget Break down.







- 3.2 The sub_granter entity undertakes to fund a maximum amount of EUR 12.000.
- 3.3 A maximum of 7% of the final amount of direct eligible costs may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

- 4.1 The sub-grant beneficiary and co-beneficiary shall submit several reports following the scheme described below and following the format provided by the sub_granter and L@B Manager entities. Reporting to be delivered under CRE@CTIVE will be:
 - Mid-term report:

A technical report showing the correct execution of the project including the outputs obtained covering the 1st execution period from M1 to M3 to be delivered maximum on the day 15th of M4.

- Final report:
 - Final report and related documentation and any other agreed output/milestone indicated in the Annex I Application Form covering the 2nd execution period from M4 to M7.
 - A financial statement detailing the actual expenses according to the following categories covering the whole project (from M1 to M7):
 - Personnel costs
 - Travel & subsistence costs
 - Material costs
 - Subcontracting costs
 - Indirect costs (7%)
 - Both documents must be delivered maximum on the day 15th M8.
 - The sub-grant beneficiary and co-beneficiary have the responsibility of carrying out an expenditure verification at the end of the sub_grant execution with an auditor managed by CRE@CTIVE partnership.
- In case of changes to the timing or scope of outputs or budgetary shifts, the beneficiary and co-beneficiary shall provide the sub_granter and the L@B Manager entities with the rationale for the adaptations and the impact on the project planning and budget until the end of the project.
- 4.2 Payments to beneficiary and co-beneficiary shall be made as follows:
 - Initial pre-financing payment: EUR 3.600 (corresponding to 30%) at the latest 30 days after the enter into force of this agreement.





 (\mathcal{O})



- After the mid-evaluation: EUR 4.800 (corresponding to 40%) is paid out after successful attainment of mid-goals, required reports and project documentation (according to sub_grant agreement)
- Balance of the amount of the grant upon acceptance of the final report by the sub_granter and L@B Manager. The amount of the balance payment shall be determined by applying the following conditions:
 - If all is well, and the evaluation outcome is positive, the beneficiary/co-beneficiary are granted the remaining grant amount depending on the financial and technical reporting for the work in the previous months.
 - If the evaluation outcome is negative; a hearing is organised to ascertain the issues at hand. The hearing committee consists of three members of the L@B space. If the outcome of that hearing is favourable; the project beneficiary/co-beneficiary are granted the remaining grant amount depending on the financial and technical reporting for the work in the previous months. If the outcome of the hearing is negative; 30 days will be given to correct the unfavourable evaluation. After these days, if the correct is not given, the funding can be partially reduced or totally declined.
 - If an expense is not financially or technically reported properly, the project could be rejected or reduced. If personnel costs are not technically reported properly (outputs/milestones not approved), a reduction or rejection of personnel costs will be applied according to the workplan established in the Application Form.
 - Delays in submission of reports, deliverables, etc will imply delays in the payments.
 - Costs shall be reported in Euro. Beneficiaries with accounts in currencies other than the Euro shall report costs by using, either the conversion rate published by the European Central rate Bank that would have applied on the date that the actual costs were incurred, or its applicable on the first day of the month following the end of the reporting period. Beneficiaries with accounts in Euro shall convert costs incurred in other currencies according to their usual accounting practice.

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

α







Article 5 - General obligations and liabilities

- 5.1 The sub-grant beneficiary shall implement the action with the requisite case, efficiency, transparency and diligence, in line with the principles of sound financial management.
- 5.2 The beneficiary shall act in partnership with other bodies identified in the Annex I Application Form . These partners take part in the implementation of the action and their costs are eligible in the same way as those incurred by the beneficiary.
- 5.3 The sub-grant beneficiary shall be accountable to the sub_granter entity for the implementation of the action.
- 5.4 Neither the sub_granter entity nor the Managing authority of the programme can any under circumstances whatsoever be held liable for any damage or injury as a consequence of the action. The sole liability towards third parties shall be assumed by the sub-grant beneficiary.

Article 6 – Roles and responsibilities

6.1 Beneficiary role and responsabilities

The sub-grant beneficiary shall:

- Monitor that the action is implemented in accordance with the sub_grant agreement;
- b. Ensure coordination with co-beneficiary and be the intermediary of all communication with the sub_granter and L@B Manager entities;
- c. be responsible for supplying all documents and information required either by the sub_granter, L@B Manager or by the Managing Authority;
- d. inform the sub_granter entity of any event likely to affect or delay the implementation of the action;
- e. inform the sub_granter entity about any relevant legal, financial, technical organisational or ownership change;
- f. be responsible to provide all the necessary documents in case of audits, checks, monitoring visits or evaluations by competent bodies, as stipulated in article 10;
- g. to promote and inform about the sound financial management of the funds allocated to the project, including the respect of the rules which guarantee the recovering of amounts unduly paid







- h. to check that the expenditures included in the project accounts have been made for the purposes of implementing the project and correspond to the activities included in the approved and agreed budget with co-beneficiary,
- i. to check that the expenditures included in the project accounts have been incurred during the Project implementation period,
- j. to prepare and submit to the L@B Manager and sub_granter the mid-term report and final report concerning the technical and financial implementation of the project,
- k. to regularly communicate with the L@B Manager and sub_granter on relevant news and issues and timely report to it, especially in case of problems and delays in the implementation of the project, modifications of the budget, activities or co-beneficiary,
- I. to do the expenditure verification at the end of the sub_grant execution with an auditor managed by CRE@CTIVE partnership

6.2 Co-beneficiary role and responsabilities

(0)

The co-beneficiary is responsible for carrying out the activities described in Annex 1: Application Form in close cooperation with the beneficiary and it commits itself to deliver the Project expected results. The co-beneficiary commit themself to accept the technical, administrative and financial coordination of the Beneficiary in order to allow the latter to fulfill entirely its obligations to the sub_granter and L@B Manager as set out in this sub_grant agreement and its annexes.

More specifically, the co-beneficiary is obliged to:

- a. implement its part of the project according to the description of the Project in the Annex 1:Application Form and the requirements set in this sub_grant agreement.
- b. provide the Beneficiary with all the information and documents required for the coordination and regular monitoring of the technical and financial progress of the project, respecting the deadlines established by the Beneficiary,
- c. provide the Beneficiary with all the information and documents required for the preparation of mid-term report and final reports concerning the part of the project under its responsibility, respecting the deadlines established by the Beneficiary,
- d. keep separate accounts or use an appropriate accounting and double-entry book-keeping system through which expenditures and receipts relating to the project are easily identifiable and verifiable,

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

α







- e. ensure that the expenditures have been incurred for the purpose of implementing the project and correspond to the activities agreed by the cobeneficiary as described in the Annex 1: Application Form,
- f. ensure that the expenditures included in the Project accounts have incurred during the project implementation period
- g. guarantee the sound financial management of the funds allocated to the part of the project implemented under its responsibility, including the commitment to recover the amounts unduly paid
- h. timely submit to the Beneficiary the expenditure implemented under its own responsibility,
- i. to do the expenditure verification at the end of the sub_grant execution with an auditor managed by CRE@CTIVE partnership and timely submit to the Beneficiary.

Article 7 – Amendment of the sub-grant agreement

 (\mathcal{O})

- 7.1 This agreement and its annexes may be modified during the implementation period. Any amendment shall be set out in writing in an addendum.
- 7.2 The amendment may not have the purpose or the effect of making changes that would call into question the sub-grant award decision or be contrary to equal treatment.
- 7.3 Change of name, address, bank account, legal form or legal representative may be communicated and are not considered as amendments to the agreement and need no addendum.
- 7.4 The request of the amendments shall be submitted at least 30 days before the date on which the amendment should enter into force, unless there are special circumstance duly substantiated and accepted by the sub_granter entity.

Article 8 – Termination of the agreement

- 8.1 The sub_granter entity may terminate this agreement without any financial indemnity towards its parts when:
 - a. the sub-grant beneficiary or co-beneficiary fails, without justification, to fulfil any substantial obligation set by this agreement and, after being given notice to comply with those obligations, still fails to do so or to furnish satisfactory explanation within 30 days of receipt of the notice;

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

a







- b. the sub-grant beneficiary or co-beneficiary and, in case of legal entities, persons who have powers of representation, decision-making or control fall under the any of the situations of exclusion, according to article 52.2.vi of the ENI CBC Implementing Rules²;
- c. a change in the legal, financial, technical, organisational situation or ownership of the sub-grant beneficiary or co-beneficiary substantially affects the implementation of the action or calls into question the decision awarding the sub-grant;
- the sub-grant beneficiary or co-beneficiary has not fulfilled obligations relating the payment of social security contribution of the payment of taxes, or any other substantial obligation set by the legal provisions of the country in which it is established;
- e. the sub_granter entity or the Managing Authority have evidence that the subgrant beneficiary or co-beneficiary or any related entity or person, have committed substantial errors, fraud or corruption in the implementation of the action, including conflict of interest.
- f. In case the beneficiary or co-beneficiary does not fulfill the threshold of minimis established in the EC Recommendation n.2003/361/CE of 6 May 2003 (EUR-Lex 32003H0361 ES EUR-Lex (europa.eu))
- 8.2 In duly justified cases, the participation of the co-beneficiary may also be terminated by the beneficiary. To this purpose, the beneficiary shall communicate to the sub_granter entity and L@B Manager the reasons for the termination and the date on which it shall take effect, as well as the reallocation of tasks or its possible replacement. If the sub_granter entity agrees, the agreement shall be amended accordingly.
- 8.3 The payment obligations by the sub_grant entity shall end 7 months after the implementation period.

Article 9 – Eligible costs

9.1 Eligible costs are actual costs incurred and paid by the sub-grant beneficiary and co-beneficiary which are compliant with the programme rules and meet the following criteria:

² EC Regulation 897/2014







- a. they are incurred during the implementation of the action and paid before the submission of the final report;
- b. they are indicated in the budget for the action;
- c. they are necessary for the implementation of the action;
- d. they are identifiable and verifiable, in particular being recorded in the accounting record of the sub-grant beneficiary and co-beneficiary;
- e. they comply with the requirements of applicable tax and social legislation;
- f. they are reasonable, justified and comply with the requirement of sound financial management, in particular regarding economy and efficiency;
- g. they are supported by adequate proving documents;
- 9.2 Only the costs related to the cost categories identified in the budget are eligible. Duties, taxes and charges, including VAT are not eligible in CBC partner countries. VAT is eligible in EU Member States when it is non-recoverable.
- 9.3 If the implementation of the action requires procurement of services, goods or works, they shall comply with the instructions on procurement set by the Programme.

Article 10 – Accounting system and checks

- 10.1 The sub-grant beneficiary and co-beneficiary shall keep accurate and regular accounts of the implementation of the action by using an appropriate accounting and double-entry book-keeping system.
- 10.2 The accounting shall enable income and expenditure relating to the project to be easily traced, identified and verified.
- 10.3 The sub-grant beneficiary and co-beneficiary shall ensure that the financial report can be easily reconciled with the underlying accounting.
- 10.4 The sub_granter entity and any other competent body according to its sub_grant agreement reserves the right to check the conformity for the action's funds with the programme rules and the provision in this agreement. For that purpose, the sub-grant beneficiary and co-beneficiary shall take all measures to facilitate its work and give access to any premises, documents and information requested.

Article 11 – Record and document keeping

11.1 The sub-grant beneficiary and co-beneficiary shall keep records, accounting and supporting documents related to this agreement for five years following the payment of the balance for the programme, that is, until at least 31st December 2029. The

α

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.







Managing Authority shall inform the sub_granter entity about the date of the abovementioned balance payment.

- 11.2 All the records and documents shall be easily accessible and filed, so as to facilitate their examination by the competent body. The sub-grant beneficiary and cobeneficiary shall inform of their precise location.
- 11.3 In addition to the reports mentioned in Article 4, the documents referred to in this article include inter alia:
 - a. Accounting records (computerised or manual) from the accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - b. Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - c. Proof of commitments such as agreeements and order forms;
 - d. Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc.;
 - e. Proof of receipt of goods such as delivery slips from suppliers;
 - f. Proof of completion of works, such as acceptance certificates, together with pictures;
 - g. Proof of purchase such as invoices and receipts;
 - h. Proof of payment such as bank statements, debit notices, proof of settlement by the sub_granter entity;
 - i. Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - j. For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - k. Staff and payroll records such as contracts, salary statements and time sheets, stating actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.]

Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Agreement.







Article 12 – Irregularities and recoveries

- 12.1. Irregularities may be reported during project implementation and after its closure by any authority, entity or person involved in Programme management and/or implementation, whistle-blowers or other bodies and individuals, including anonymous ones. An irregularity refers to any amount unduly paid to the sub-grant beneficiary and co-beneficiaryaccording to the provisions of this Agreement and to the Programme rules, due to errors or fraud attributable to them.
- 12.2. If an irregularity is confirmed, the Managing Authority shall recover the unduly paid amounts from the sub_granter entity as project beneficiary, according to the provisions set in articles 74 to 76 of Reg. (EU) 897/2014. The concerned sub-grant beneficiary and co-beneficiaryshall repay the sub_granter entity the amounts unduly paid.
- 12.3 Payments already made to the sub-grant beneficiary and co-beneficiary do not preclude the possibility for the Managing Authority to issue a recovery procedure following an expenditure verification report, a check, an audit or further verification of the sub_granter entity's payment request.
- 12.4 If a recovery is justified under the terms of this agreement, the concerned sub-grant beneficiary and co-beneficiary undertakes to repay these amounts, within 30 days of the issuing of the debit note, the latter being the letter by which the Managing Authority requests the amount owed.
- 12.5 The Beneficiary shall be responsible for the recovery of any unjustified or ineligible expenditure and for the reimbursement to the sub_granter of the whole amount recovered.

In case the sub_granter entity requests a recovery to the Beneficiary and that recovery implies the co-beneficiary, the Beneficiary will inform the co-beneficiary. The co-beneciary shall pay to the Beneficiary the amounts unduly paid within 20 days of the notification through a bank transfer, including bank charges required by the sub_granter to the Beneficiary. If the Beneficiary does not succeed in securing repayment from the concerned co_beneficiary, it will have to inform promptly the sub_granter that shall formally notify the latter to repay to the Beneficiary.

Where the co_beneficiary fails to fulfill partially or entirely any of its obligations or commits a material error in the implementation of the Project activities, shall







promptly within a deadline of 20 days undertake to repay the Beneficiary the amounts unduly received or unused.

a

Article 13 – Conflict of interest and good conduct

- 13.1 For the purpose of this Agreement, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under this Subgrant agreement by the Parties and the private interest of the persons involved in the Agreement, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of this agreement, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
- 13.2. The sub-grant beneficiary and co-beneficiary shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
- 13.3. Any conflict of interests which may arise during performance of this Agreement must be notified in writing to the sub_granter entity without delay. In the event of such conflict, the sub-grant beneficiary and co-beneficiaryshall immediately take all necessary steps to resolve it. The sub_granter entity reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.
- 13.5. The sub-grant beneficiary and co-beneficiaryshall ensure that its staff, including its management, as well as its partners' staff, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Agreement, the sub-grant [beneficiary and co-beneficiaryshall replace, immediately and without compensation from the sub_granter entity, any member of its staff in such a situation.
- 13.6. The sub-grant beneficiary and co-beneficiaryshall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

Article 14 – Confidentiality

14.1 The sub_granter entity and the sub-grant beneficiary and co-beneficiaryundertake to preserve the confidentiality of any information, notwithstanding its form, disclosed







in writing or orally in relation to the implementation of this Agreement and identified in writing as confidential until at least 5 years after the payment of the balance. Data used for visibility purposes as laid down in Article 15, as well as for informing on and promoting the use of ENI CBC funds, shall not be considered as having confidential status.

- 14.2 The Parties shall bare no responsibility for releasing information on the agreement if the information was released with the written agreement of the other Party or the Party was legally forced to release the information.
- 14.3 The sub-grant beneficiary and co-beneficiary shall not use confidential information for any aim other than fulfilling their obligations under this Agreement unless otherwise agreed with the sub_granter entity.
- 14.4 The Managing Authority and the European Commission shall have access to all documents communicated to the sub_granter entity and shall maintain the same level of confidentiality.

Article 15 – Visibility

- 15.1 The sub-grant beneficiary and co-beneficiarymust take all necessary steps to publicise the fact that the European Union has financed or co-financed the action. Such measures must comply with the Programme rules for visibility, as well as any national regulations/requirements pertaining to visibility, as the case may be.
- 15.2 In particular, the sub-grant [beneficiary and co-beneficiary shall mention the action, name of the project of the sub_granter entity and the European Union's financial contribution in information given to the final recipients of the action, in its reports, and in any dealings with the media. It shall display the EU and Programme logo wherever appropriate.
- 15.3 Any notice or publication by the sub-grant [beneficiary and co-beneficiary concerning the action, including those given at a conference or seminar, must specify that it has received EU funding. Any publication, in whatever form and by whatever medium, including the internet, must include the following statement: *"This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of <sub-grant beneficiary's name or sub_grant co-beneficiary's name > and can under no circumstances be regarded as*

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

a







reflecting the position of the European Union or the Programme's management structures or the <name of the sub_granter entity>."

15.4. The sub-grant beneficiary and co-beneficiary authorises the sub_granter entity, the Managing Authority and the European Commission to publish its name and address, nationality, the purpose of the sub-grant, duration and location as well as the maximum amount of the sub-grant.

Article 16 – Ownership and use of results and assets

- 16.1. Ownership of, and title and intellectual and industrial property rights to, the actions' results, reports and other documents relating to it will be vested in the sub-grant beneficiary and co-beneficiary.
- 16.2. Without prejudice to Article 16.1, the sub-grant beneficiary and co-beneficiary bestow the sub_granter entity, the Managing Authority and the European Commission the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- 16.3. The sub-grant beneficiary and co-beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Agreement.
- 16.4. In case natural, recognizable persons are depicted in a photograph or film, the subgrant beneficiary and co-beneficiary shall, in the report to the sub_granter entity, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
- 16.5. In no event may the end use the equipment, vehicles and supplies paid for by the budget for the action jeopardize its sustainability.
- 16.6 Sub-grant [beneficiary and co-beneficiary located in EU Member States may implement activities in Mediterranean Partner Countries involving equipment, vehicles and supplies. The equipment, vehicles and supplies paid for by the budget for the action must be transferred to stakeholders in the countries where the activities were carried out or to the final recipients of the action, at the latest when submitting the report. Copies of the proofs of transfers of equipment and vehicles,







the purchase cost of which was more than EUR 5.000 per item, must be attached to the final report. Such proofs must be kept for control purposes in all other cases.

Article 17 – Applicable law and dispute settlement

- 17.1. This Agreement shall be governed by the law of the country of the sub_granter entity, that is Spain/Jordania.
- 17.2. The parties to this Agreement shall do everything possible to settle amicably any dispute arising between them during the implementation of this Agreement. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request. The sub-grant beneficiary and co-beneficiary and the sub_granter entity shall reply to a request sent for an amicable settlement within 20 days. Once this period has expired, or if the attempt to reach amicable settlement has not produced an agreement within 60 days of the first request, the sub-grant beneficiary and co-beneficiary or the sub_granter entity may notify the other part that it considers the procedure to have failed.
- 17.3. In the event of failure to reach an amicable agreement, the dispute may by common agreement of the sub-grant beneficiary and co-beneficiary and the sub_granter entity be submitted for conciliation by the Managing Authority. If no settlement is reached within 60 days of the opening of the conciliation procedure, each party may notify the other that it considers the procedure to have failed.
- 17.4. In the event of failure of the above procedures, each party to this Agreement may submit the dispute to the courts of the country of the sub_granter entity, that is Spain/Jordania.

Article 18 – Data protection

- 18.1. All personal data mentioned in the Application form, in the Sub-grant agreement and its annexes and in every other document provided for the scope of the award of the Sub-grant agreement will be collected and processed by the sub_granter entity in compliance with the terms and indications of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR General Data Protection Regulation), as specified in the Programme's "Information note on personal data treatment according to GDPR".
- All personal data held by the sub_granter entity and/or collected within the framework of the negotiation, signature and implementation of the Sub-grant Agreement will be

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

a







used solely for purposes related to the signature and implementation of the Agreement itself, as well as for the information and communication activities carried out by the sub_granter entity and the Managing Authority in the framework of the ENI CBC Mediterranean Sea Basin Programme.

- The personal data collected by the sub_granter entity can be transmitted to external bodies or subjects who perform activities or functions strictly connected to the implementation of the Sub-grant Agreement and to the Programme information and communication activities. Within the framework of the Programme information and communication activities, some of these data can also be diffused through the Programme website or other information tools, in compliance with the relevant provisions applicable to the ENI CBC Mediterranean Sea Basin Programme.
- 18.2. The sub-grant beneficiary and co-beneficiary shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data, in compliance with Regulation (EU) 2016/679 (GDPR General Data Protection Regulation).

Article 19 – Contact addresses

Any communication relating to this Agreement must be in writing, state the title of the action and be sent to the following addresses:

In case of AITEX

AITEX Textile Research Institute, Plaza Emilio Sala, 1, 03801, Alcoy (Alicante), Spain

For Technical issues (L@B Manager):

For Administrative issues: Att. Miriam Martínez Carbonell Address: Plaza Emilio Sala, 1 Alcoy 03801 Email: <u>miriam.martinez@aitex.es</u> Tel: 96 554 22 00 Fax: 96554 34 94

In case of HCST

HCST

For Administrative issues:

For Technical issues (L@B Manager):



Copies of the documents referred to above, and correspondence of any other nature, should be sent to:

For the sub-grant beneficiary]

<full name and address of the sub-grant beneficiary

Article 20 — Annexes

- 20.1 The following documents are annexed to these special conditions and form an integral part of the agreement:
 - Annex I: Application Form
 - Annex II: Budget breakdown for the project

Done in English in four originals, one for the sub_granter , one for the sub-grant beneficiary, one for the co-beneficiary and one for L@B Manager.

For the sub-grant beneficiary ³	For the sub-grant co-beneficiary
Name	Name
Title	Title
Signature	Signature

This document has been produced with the financial assistance of the European Union under the ENI CBC Mediterranean Sea Basin Programme. The contents of this document are the sole responsibility of **AITEX** and **HCST** and can under no circumstances be regarded as reflecting the position of the European Union or the Programme management structures.

17

	ENI CBCMED Cooperating across borders in the Mediterranean	Project funded by the EUROPEAN UNION	REGIONE AUTÒNOMA DE LA SARDIGNA REGIONE AUTONOMA DELLA SARDEGNA		
Ś	CRE@CT	Click here to sele date.	ect the Date	Click here to select date.	t the
	For the s	ub_granter			
	Name				
	Title				
	Signature				
	Date		Click here	to select the date.	
	For the L	@B Manager			
	Name				
	Title				
	Signature				

Date

Click here to select the date.